

12/31/96
Extension 12/31/97

AGREEMENT
BETWEEN THE
CHARTER TOWNSHIP OF ORION
AND
LOCAL UNION NO. 214

January 1, 1994 to December 31, 1996

Orion Township

Agreement between (1) the Charter Township of Orion, a Michigan Municipal Corporation (herein, "Employer") and (2) Local Union No. 214 affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (herein, "Union").

ARTICLE I - DEFINITIONS

1. As used in this Agreement and except as its context may otherwise require:
 - a. "Employer" means the Charter Township of Orion, a Michigan Municipal Corporation.
 - b. "Union" means Local Union 214 affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.
 - c. "Employee" means an individual covered by Paragraph 2.
 - d. "Unit" or "Bargaining Unit" means the employees, collectively, covered by Paragraph 2.
 - e. "Day" means a twenty-four (24) hour period beginning at 12:01 A.M.
 - f. "Week" means a seven (7) day period beginning at 12:01 A.M. Monday.
 - g. The masculine, feminine and neuter import one another.

ARTICLE II - AGREEMENT SCOPE

2. Employees Covered. This Agreement applies to every full-time and regular part-time Department of Public Works employee as certified by the Michigan Employment Relations Commission in Case No. R72 D-133.
3. Persons Not Covered. This Agreement does not apply to any person employed by the Employer as a clerical employee, casual employee, professional employee, confidential employee, supervisor, guard or to any other person not covered in Paragraph 2.

ARTICLE III - UNION STATUS

4. Recognition. Employer recognizes the Union as exclusive collective bargaining representative of the unit described in Paragraph 2 and thus of every employee. However, any individual employee or group of employees has the right to present a grievance to the Employer and have it adjusted without Union's intervention, so long as the adjustment is not inconsistent with this agreement and the Union has been given opportunity to be present at such adjustment.

Article III - cont'd..

5. Union Membership. No employee shall be required to join the Union as a condition of employment by the Employer. Employer will not discriminate against any employee because of his membership or non-membership in the Union.
6. Union Membership: Initiation Fee and Dues Checkoff. During the term of this Agreement and in accordance with the terms hereinafter set forth, the Employer agrees to deduct the periodic dues and initiation fee required by the Constitution and Bylaws of the Union from the pay of each employee who chooses to join the Union and who executes or has executed the "Authorization for Payroll Deduction" form attached hereto as Exhibit "A". The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer of the Union within fifteen (15) days from the receipt of the certification of said Treasurer.
7. Union Business: Steward. The Union will have one (1) steward and an alternate steward, each of whom must be an employee. The steward and the alternate steward shall represent the employees with respect to this Agreement. The names of employees selected as the steward or alternate steward shall be certified to the Employer in writing. The alternate steward shall have authority to represent employees under the terms of this Agreement only when the steward is not at work.
8. Union Business: Steward's Pay for Local Union Representation. The Union steward will be permitted reasonable time off work to function in the grievance procedure when required, as set forth in Paragraphs 53 through 57 herein, and to investigate grievances in their area of representation. Before taking such time off, the steward must obtain permission from his supervisor to leave work for such activity. Pay for such time shall be at the employee's regular rate of pay for all time consumed during the regular work shift. No time shall be paid for those hours consumed in such activities outside of the regular shift. No more than one (1) steward shall receive any such pay during a given day.
9. Union's Bulletin Board. The Employer will make a bulletin board area available for the use of the employees and the Union for the purposes of posting notices of union activities and other official announcements.

ARTICLE IV - EMPLOYEE STATUS

10. Probationary Period. An employee will be on probation until he has worked on sixty (60) calendar days in a position covered by this Agreement following his initial employment by Employer or his employment after loss of seniority, as the case may be. During this time, he will be subject to termination at Employer's sole discretion and will have no rights under Paragraphs 11 through 14 and Paragraphs 53 through 57 with respect to such termination.

Article IV - cont'd..

11. Discharge: Basis. Except as stated in Paragraph 10, the Employer will discharge and discipline an employee only for just cause. Just cause includes, among other things, each of the causes referred to in Paragraphs 12 or 13. Except in a discharge under Paragraph 10, Employer will state the reason for a discharge to the employee in writing and will send the Union a copy of such statement.
12. Discharge: Types: Disciplinary Discharge. Discharge for a reason such as any of these will be considered disciplinary discharge: (a) repeated unexcused tardiness or absence, (b) insubordination, (c) failure to do assigned work, (d) leaving work without prior express permission.
13. Discharge: Types: Misconduct Discharge. For example only, discharge for any of these reasons will be considered a misconduct discharge: (a) reporting for work with any discernible evidence of having partaken of any intoxicant, (b) reporting for work under the influence of any medication affecting or impairing work ability, (c) partaking, during working hours, of any intoxicant or medication which impairs employee's work ability, (d) any conduct involving moral turpitude, (e) any conduct which could be punished as a felony under Michigan or Federal Law, (f) any violation of Paragraph 50.
14. Discipline and Discharge: Procedure. In a disciplinary discharge (for any of the reasons specified in Paragraph 12) the Employer will: (a) give the employee a written warning for his first violation; (b) give the employee a disciplinary layoff of up to one week for the second and third violations; and (c) discharge the employee for the fourth violation. All warnings shall be given in writing and copies forwarded to the Union. In a misconduct discharge (for any of the reasons specified in Paragraph 13) Employer may terminate the employee immediately without prior warning and without prior notice or pay in lieu of notice.
15. Seniority: Acquisition. An employee will acquire seniority after completing his probationary period and his seniority will then date from the start of his employment. Employees starting work on the same day will have equal seniority.
16. Seniority: Accrual. An employee whose employment has not been terminated by resignation, discharge or death and whose seniority has not been lost under Paragraph 14 will accrue seniority in these cases: (a) while actively at work, (b) while on holiday or vacation, or sick time paid by Township, (c) for that part of any leave for military service preceding any voluntary extension of such service, so long as he complies with the conditions of such leave and has a statutory right to re-employment, (d) Upon the exhaustion of sick, vacation and personal time the employee shall continue to accrue seniority for a period of 60 calendar days, after which he will retain seniority already earned but not accrue additional seniority until his return to active duty.

Article IV - cont'd..

17. Seniority: Retention. An employee whose employment has not been terminated by resignation, discharge or death and whose seniority has not been lost under Paragraph 14 will retain, but not accrue, seniority in these cases: (a) on leave of absence other than one specified in Paragraph 16 so long as he complies with the conditions of such leave, (b) for ninety (90) days on promotion or assignment to a position not covered by this Agreement, (c) up to length of seniority as of the date of the layoff or three (3) years, whichever is less, (d) while absent from work because of illness or disability.
18. Seniority: Loss. Except as otherwise stated in this paragraph, an employee will lose seniority and all re-employment rights by: (a) resignation, (b) discharge, unless voluntarily remitted by the Employer or vacated by a valid arbitration award either accepted by the Employer or judicially confirmed, (c) on continuous layoff for a period equal to his seniority or three (3) years, whichever is greater, (d) absence from work without notifying the Employer in advance or without providing a reasonable and valid excuse, (e) failure to report for work on schedule from a vacation, leave of absence or disciplinary suspension without notifying the Employer in advance or without providing a reasonable and valid excuse, (f) subject to Federal Law, voluntary extension of military service.
19. Seniority: Application. Seniority will apply to (a) layoff, (b) recall, (c) vacation time preference, and (d) to compensation as reflected in Paragraph A-1.
20. Seniority: Layoff and Recall. The employer will lay off employees in inverse seniority order, subject to the ability of each senior employee to satisfactorily perform the remaining available work. The Employer will recall laid off employees in seniority order subject to the ability of the senior employee to do the work available.
21. Seniority: Layoff and Recall: Procedure. The Employer will recall an employee from layoff by certified mail to the employee's address as shown on the last payroll record which the Employer has in its records. This notice will specify a date and time not earlier than ten (10) days from its mailing date for the employee to return to work. The employee will, by letter mailed within five (5) days from such notice's mailing date, notify the Employer that he accepts such recall. If he fails to so notify the Employer, his seniority rights will terminate and he will be deemed to have resigned. If he accepts such recall, he must report for work at the date and the time specified in the recall notice. If he does not so report, his seniority rights will terminate and he will be deemed to have resigned.

ARTICLE V - WORK TIME

22. Normal Workday. A normal workday will be eight (8) consecutive work hours, excluding a 1/2 hour meal period but including two 15 minute break periods, between the hours of 7:30 a.m. and 4:00 p.m., prevailing Orion Township time.

Article V - cont'd...

- 23. Normal Workweek. A normal workweek will be five (5) consecutive workdays, Monday through Friday.
- 24. Work Obligation: Employee. Unless he has a reasonable and valid excuse, an employee will work (a) the time assigned to him as a normal workday and workweek, and (b) such reasonable overtime as the Employer shall require.
- 25. Work Obligation: Employer. The Employer has no obligation to provide any particular number of workweeks for an employee in any given year nor to provide any particular number of workdays in any given week. The Employer will endeavor to distribute overtime equally among the employees on an annual basis.

ARTICLE VI - MONETARY BENEFITS: PAY FOR TIME WORKED

- 26. Pay Basis. Except as otherwise expressly stated in this Agreement, an employee will be paid only for the time actually worked.
- 27. Regular Compensation Rate. An employee's regular compensation rate is the hourly rate set forth in Paragraph A-1 and this rate will apply to all work time constituting his normal workday or workweek.
- 28. Premium Compensation Rate. An employee's compensation for work exceeding his normal workday or workweek (overtime) will be one and one-half (1-1/2) times his regular compensation rate for work performed Monday through Friday and for the first eight (8) hours on any Saturday.

Overtime work done in excess of eight (8) hours on any Saturday will be compensated on the basis of two (2) times his regular compensation rate. Work performed on any Sunday will be compensated at two (2) times the employee's regular compensation rate.

Work performed on any Holiday designated in Paragraph 34 will be compensated on the basis of two (2) times the employee's regular compensation rate for the time worked. The employee will also receive 8 hours holiday pay.

Any employee who works 3 or more hours of overtime contiguous to a regular 8 hour shift which overtime was not scheduled at least 24 hours in advance of the overtime hours worked and any employee who works eleven contiguous hours or more on a Saturday, Sunday or Holiday shall be provided a meal allowance of \$5.00.

- 29. Premium Compensation Rate: Call Back Work. An employee's compensation rate for work required by the Employer not contiguous to his scheduled shift will be one and one-half (1-1/2) times his regular compensation rate.

Article VI - cont'd...

- 30. Premium Compensation Rate: Limitation. Except as required by law, no premium compensation rate will apply to work an employee does under a schedule arranged or rearranged to accommodate him.

- 31. Compensation Computation: Pyramiding and Compounding. Neither compensation nor compensation rates will be pyramided or compounded in computing compensation payable under this Agreement. If more than one type of compensation or compensation rate would otherwise apply to the same work, only the higher rate will apply.

- 32. Premium Compensation: Computation of Overtime Work. Compensation for overtime work will be computed in tenths (1/10) of any hour to the nearest tenth hour as follows:
 - A. 0 - 6 minutes overtime -- no pay
 - B. 6 - 12 minutes overtime -- pay for 12 minutes
 - C. 12 - 18 minutes overtime -- pay for 18 minutes
 - D. 18 - 24 minutes overtime -- pay for 24 minutes
 - E. 24 - 30 minutes overtime -- pay for 30 minutes
 - F. 30 - 36 minutes overtime -- pay for 36 minutes
 - G. 36 - 42 minutes overtime -- pay for 42 minutes
 - H. 42 - 48 minutes overtime -- pay for 48 minutes
 - I. 48 - 54 minutes overtime -- pay for 54 minutes
 - J. 54 - 60 minutes overtime -- pay for one hour

ARTICLE VII - MONETARY BENEFITS: PAY FOR TIME NOT WORKED

- 33. Minimum Guarantee: Call Back Time. An employee called back to work after completing his assigned work day or called in to work on a holiday designated in Paragraph 34 will be guaranteed a minimum of two (2) hours pay at the premium compensation rate stated in Paragraph 29 if the call-in or call back occurs prior to 12:00 p.m., and a minimum of three (3) hours pay at said premium compensation rate if the call-in or call back occurs between 12:01 a.m. and 7:30 a.m.

- 34. Holidays: Designation. There will be thirteen (13) holidays: New Year's Eve and New Year's Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, "The First Day of Michigan Rifle Deer Season", Thanksgiving Day, and the day following Thanksgiving Day, Christmas Eve and Christmas Day and the employee's birthday. All holidays designated hereunder shall be observed as designated in MCLA Section 435.102. In the event a holiday falls on a Saturday, Friday will be taken as the holiday. In the event a holiday falls on Sunday, Monday will be taken as the holiday. Or paid 8 hours pay in lieu of day off.

Article VII - cont'd..

- 35. Holidays: Pay. The Employer will give an employee entitled under Paragraph 36 eight (8) hours pay at his regular compensation rate for a holiday.
- 36. Holidays: Entitlement. To be entitled to pay under Paragraph 35 for a holiday, an employee must (a) work his last regularly scheduled workday before a holiday designated in Paragraph 34 and his first regularly scheduled workday after the holiday so designated, and (b) work the holiday itself if scheduled to work it. If an employee fails to comply with the requirements of clauses (a) and (b) hereof, he will not be entitled to any holiday pay under Paragraph 35.

The Employer will excuse an employee from the requirements of clauses (a) and (b) for authorized absence from work under the terms of this Agreement.

- 37. Vacation: Entitlement. Upon successful completion of the probationary period and retroactive to their date of hire with Orion Township, each employee will accrue vacation entitlement for work in the unit, or while otherwise in the employment of the Township, according to the following schedule:

SERVICE YEARS	VACATION PERIOD
1 year but less than 5 years	2 weeks
5 years but less than 15 years	3 weeks
15 years but less than 30 years	4 weeks
30 years or more	5 weeks

Employees may, upon written request to their supervisor, carry over no more than one week vacation from year to year. Such vacation carry-over shall not entitle the employee to pay in lieu of vacation unless the employee is specifically prohibited from utilizing same within 6 calendar months after providing written notice that the employee wishes to utilize same. Utilization of a week's vacation carry-over shall be subject to the normal provisions relating to scheduling provided in this Agreement.

- 38. Vacation: Consumption and Scheduling. The vacation period will be the contract year and an employee shall consume his entire vacation entitlement annually. The vacation entitlement due each employee shall be determined on the basis of the employee's seniority date and the schedule of vacation entitlement set forth in Paragraph 37. Periods available for vacation during the contract year will be determined by the employer and posted thirty (30) days in advance of the period or periods during which vacations may be scheduled. Following such posting, the employer will submit to each employee, on the basis of seniority, a form by which to advise the Employer of his preference for vacation time during the vacation period. The form must be completed by the employee and returned to the employer within three (3) calendar days from the day it is submitted to the employee. The employer will then assign vacation time on the basis of bargaining unit seniority and on the basis of its operating

Article VII, 38 - cont'd...

requirements. After assignment of vacation by the Employer, the schedule will be posted. After the vacation schedule has been posted, all vacations must be taken as scheduled, except in cases of emergency or circumstances beyond the employee's control; in which case the vacation will be rescheduled by the Employer. If an employee fails to return the vacation preference form to the employer as required hereunder, the Employer shall schedule the employee's vacation.

39. Longevity. Longevity based on an employee's base pay for the current year will be paid on the first pay date following the employee's anniversary date. The longevity check will have funds withheld for the following items only:

- a) Federal income tax
- b) State income tax
- c) F.I.C.A. - social security
- d) Legal garnishment

Longevity will be paid on the following basis:

YEARS OF SERVICE		PERCENTAGE OF BASE SALARY
MORE THAN	LESS THAN	
0	6	0%
6	9	2%
9	12	4%
12	15	6%
15	20	8%
20	-	10%

If an employee eligible for longevity pay terminate his/her employment with the Township before his/her anniversary hire date, then longevity will be paid based on actual base pay earned through date of termination. An eligible employee will receive only one longevity check per calendar year. Longevity shall not be a benefit provided to any employee hired on or after January 1, 1994.

40. Injury Leave. An employee who is injured while performing work for the Employer, and who requires medical attention as a result of such injury, shall receive his regular compensation for the balance of his regular shift on that day, provided, however, nothing herein shall limit the Employer's authority to require the employee to complete the shift if his injury permits him to return to work. An employee who has returned to his regular work assignment following an injury will be given time off with pay for medical examination or treatment required for compliance with the Michigan Workman's Compensation Act.

Article VII - cont'd...

41. Personal-Funeral Leave. An employee may be granted up to a maximum of 24 hours Personal-Funeral Leave per year. Such leave shall be utilized only for the following purposes and any utilization except for purposes herein designated shall subject the employee to discipline:
- A. Attendance at funerals of the employee's mother, father, son, daughter, brother, sister, grandmother, grandfather, grandson, granddaughter, or his or her spouse's mother, father, son, daughter, brother, sister, grandmother, grandfather, grandson, or granddaughter.
 - B. Appointments with school officials, attorneys, accountants, psychologists, social workers, or similar professionals which could not otherwise be scheduled during non-working hours.
 - C. Personal-Funeral Leave shall be taken in not less than 2 hour increments and shall be approved by the employee's immediate supervisor at least 24 hours in advance of utilization.
 - D. Personal-Funeral Leave, up to a maximum of 24 hours, that is not taken as of November 27, each year, shall be rolled forward into the employee's accumulated medical leave hours.
 - E. If more than 24 hours personal leave is requested by the employee and granted by the Employer, such additional leave will be deducted from vacation or holiday leave provided under Paragraphs 36 and 37. If additional leave time is requested and approved where an employee has no vacation or holiday leave accrued, such time will be treated as leave of absence without pay.
42. Jury Duty. The Employer agrees to pay to an employee who is called to serve on a jury before the State District or Circuit Court, or the Federal District Court his/her full wages for each day of such jury service. The employee agrees to endorse over to the Township his/her compensation check received from the Court. The employee shall be entitled to retain that portion of the compensation that is for mileage.

An employee who is accepted for jury duty and who is not required to be in court for any certain day, days, or partial day shall report to work.

43. Medical Leave. An employee who is unable to work because of a personal sickness or injury, and who is not eligible under Michigan Law to receive Workmen's Compensation benefits for such sickness or injury, may be granted medical leave for a maximum period of twelve (12) work days during the first contract year.

Following the first contract year, medical leave granted hereunder shall be cumulative. Any unused portion of an employee's annual twelve (12) day entitlement shall accumulate to the credit of the employee up to a total of one hundred eighty

Article VII, 43 - cont'd...

(180) days medical leave. Once one hundred eighty (180) days of medical leave has been accrued by the employee, no further accruals shall occur. All medical leave consumed by the employee shall be deducted from his accrued leave and he may then accumulate additional medical leave up to the maximum accrual of one hundred eighty (180) days. An employee who is ill or injured must promptly report his illness or injury to the Employer in order to be eligible for medical leave hereunder.

If an employee is absent for more than three (3) consecutive working days because of illness or injury, that illness or injury must be confirmed by either (a) a letter addressed to the Employer by a fully licensed physician, or (b) by other evidence of such illness or injury which is satisfactory to the Employer. An employee granted medical leave hereunder shall be entitled to one hour's compensation as his regular hourly compensation rate at the time the leave is taken for each hour of medical leave consumed by him up to a maximum of eight (8) hours per day.

Effective December 1, 1984, each member of the bargaining unit shall be granted eight (8) hours sick leave per month. Each employee in the bargaining unit shall have credited to such leave past accruals as existed on November 30, 1984.

- A. An employee may accumulate up to 180 medical leave days. No employee shall, however, be compensated for these hours upon voluntary or involuntary termination of employment with the Township.
- B. Sick leave shall be utilized only for the following purposes and any utilization of such leave except for purposes herein designated shall subject the employee to discipline:
 - 1. Personal illness or injury.
 - 2. Serious personal injury or illness to a member of the employee's immediate family, the nature and extent of which requires the employee's personal attention.
 - 3. Medical and dental appointments which could not be reasonably scheduled during non-work hours.
 - 4. Medical leave shall be taken in not less than two (2) hour increments.
 - 5. Any utilization of sick leave other than due to medical emergency or sudden illness, shall be approved by the employee's immediate supervisor at least 24 hours in advance of utilization. If an employee is too ill, or due to sudden

Article VII, 43, B,5 - cont'd...

medical emergency; cannot report to work as scheduled, he shall notify his supervisor prior to the commencement of his scheduled work day.

- 44. Insurance: Health, Accident and Dental. The Employer agrees to provide Blue Cross, Blue Shield Health and Accident Insurance and Dental Insurance as follows:

Comprehensive Hospital Care (D45NM); MVF-1 Medical Surgical Care; Semi-private Room; Drug Rider

Employees will be given an option to choose from Traditional, P.P.O., or the Blue Care Network.

The Employer will provide a dental plan through Blue Cross, Blue Shield which will pay 50% of all costs up to a maximum \$1,000 per year of all Class I, Class II and Class III categories of dental work.

Such coverage to be provided for the employee and his spouse and children, including family continuation coverage and sponsored dependent coverage. In the event Federal laws regarding health insured are passed it is understood Federal law will prevail.

- 45. Insurance: Life. The Employer agrees to provide to each full-time employee, after ninety (90) days of employment, a life insurance policy of one and a half (1½) times their salary up to a maximum of Fifty Thousand Dollars (\$50,000.00) with double indemnity coverage for accidental death.
- 46. Disability Benefits. Long term disability benefits, as provided in the Hartford Group Policy No. SLT-63693, shall be provided and maintained during the life of the Agreement.
- 47. Retirement Benefits. Employer will provide coverage of all employees under the Michigan Township Association Retirement Plan pursuant to the terms of that plan and will pay the full cost thereof.
- 48. Short Term Disability. Short term disability will be provided in the event that it is provided to other hourly Township employees during the term of this Agreement.
- 49. Medical Protection Upon Retirement.
 - a. All retirees shall have the option to continue the medical insurance policy in effect at the time of their retirement. The cost of such insurance coverage shall be paid by the retiree in advance.

Article VII, 49 - cont'd..

- b. Any employee who retires from the Township at age 65 shall be provided the following Medicare Benefit:

BENEFIT	YEARS OF SERVICE
25% of Medicare Parts A & B	20
50% of Medicare Parts A & B	30
75% of Medicare Parts A & B	40

ARTICLE VIII - WORK OR BUSINESS INTERRUPTION

- 50. Strike, etc. Neither the Union, nor any employee, will instigate, encourage, or engage in any strike, work stoppage, work interruption, work interference, slowdown, picketing, or boycott during the life of this Agreement.
- 51. Union Obligation and Liability. In the event of any violation of Paragraph 50, Union will immediately, on Employer's request:
 - a. Declare by whatever means the Employer may reasonably require that such action is unauthorized and in violation of this Agreement;
 - b. Order each employee to cease such violation and to respect the terms of this Agreement;
 - c. Initiate and vigorously pursue whatever recourse it may have against any employee under its constitution, bylaws, rules, regulations, orders or other organic law.
- 52. Employee Liability. Employer will have the absolute and unreviewable right to suspend or otherwise discipline or to discharge, as in its sole discretion it may decide, any employee who violates Paragraph 50; and neither the Union nor any employee will question that right. However, the issue of fact whether a particular employee violated such paragraph will be subject to arbitration under Paragraphs 54 through 59.

ARTICLE IX - GRIEVANCE ADJUSTMENT

- 53. Scope. Except as stated in Paragraph 58, every grievance the Union or any employee may have with Employer (arising from an application or interpretation of this Agreement) will be adjusted as stated in Paragraphs 54 through 58.

Article IX - cont'd..

54. Procedure and Time Limits: Initiation. Either an employee, a group of employees or the Union may initiate a grievance by serving a written notice of it on Employer within fourteen (14) days after occurrence of the facts on which it is based. Such notice filed on Grievance Report Form will concisely state the facts on which the grievance is based, specify each agreement paragraph alleged to have been violated, and specify the relief and remedy sought. If no such notice is served in that time, the grievance will be barred.
55. Procedure and Time Limits: Step One. After a proper and timely notice is filed by an employee or group of employees, Employer's designated representative and the Union's steward will discuss the grievance. This discussion, unless extended by written agreement for a specified period, will be completed within fourteen (14) days after Employer receives the required initiation notice. Employer will answer the grievance within seventy-two (72) hours after said discussion and will notify the Union of its answer. If the Union does not serve a written objection to the answer on the Employer within fourteen (14) days after the date of such answer, the answer will be final and the problem will be barred except as the answer may otherwise provide. If the Union files a proper and timely objection, the grievance will be considered in Step Two and Step One will be deemed completed as of the objection's filing date.
56. Procedure and Time Limits: Step Two. If the Union serves a timely objection to any answer given in Step One, Employer's designated representative and a representative of the union will discuss it. The discussion, unless extended by written agreement for a specified period, will be completed within seven (7) days after Step One's completion. The Employer will answer the grievance within seventy-two (72) hours after said discussion and will notify the Union of its answer.
57. Procedure and Time Limits: Arbitration. If the Union objects to the answer given by the Employer, the Union may ask the American Arbitration Association to arbitrate it under its then current Voluntary Labor Arbitration Rules, or its Expedited Labor Arbitration Rules, as modified by Paragraph 58. Any such request will be written, with simultaneous written notice to the other party, and if it is not so filed and noticed within seven (7) days after Step Two's completion, the grievance will be barred. No arbitration may be held pursuant to the Expedited Labor Arbitration Rules unless specifically agreed to by the Employer. In the event the Employer rejects the Expedited Labor Arbitration Rules for the resolution of any grievance the Voluntary Labor Arbitration Rules shall apply.
58. Procedure and Time Limits: Arbitration: Arbitrator's Decision and Compensation. The arbitrator will render his decision on the grievance, in writing, within ten (10) days (or such additional time as the parties may by writing agree) after the grievance has been submitted to him, and his decision, when so rendered as

Article IX, 58 - cont'd..

required by law, will be final and binding on the parties. The parties will bear their own expenses individually and share the arbitrator's fee and expenses equally.

59. Exclusions and Limitations: Arbitrator's Authority. The arbitrator will have no authority to (a) add to, subtract from or in any way modify this Agreement, (b) substitute his discretion or judgment for Employer's discretion or judgment with respect to any matter this Agreement consigns or reserves to Employer's discretion or judgment, (c) interpret any policy, practice or rule, except as necessary in interpreting or applying this Agreement, (d) formulate or add any new policy or rule, (e) establish or change any wage or classification.
60. Construction. Nothing in Paragraphs 53 through 58 will prevent informal adjustment of any grievance, and the parties intend that, so far as reasonably possible, every grievance will be resolved between the employee and the supervisor immediately involved. Except as otherwise expressly stated in Paragraph 59, the procedure established by this Agreement for adjustment of grievances will be the Union's exclusive remedy for claimed violation of this Agreement by Employer. No employee or group of employees will have the right to initiate an arbitration proceeding. In computing any time limit specified in Paragraphs 54 through 59, Saturdays, Sundays and Holidays will be excluded.

ARTICLE X - BUSINESS MANAGEMENT

61. General. The Employer has the legal responsibility and, subject only to the express and specific terms of this Agreement, sole right to manage its business, including, among other things, the sole right to (a) hire, assign, transfer, promote, demote, schedule, lay off, recall, discipline and discharge its employees and direct them in their work, (b) determine and a schedule work, acquisition, location, relocation, installation, operation, maintenance, modification, retirement and removal of equipment and facilities, (c) control all Employer property.
62. Employer Rules. As a part of its management rights, Employer has the right to make, post and enforce reasonable rules affecting employees. Such rules, however, will not be inconsistent with the express and specific terms of this Agreement. All such rules and regulations will be placed in a book labeled as such and made available to every employee. No rule or regulation will be changed or initiated without sufficient notice of such change or initiation being given to the employees.

ARTICLE XI - MISCELLANY

63. Meeting. Employer and the Union will confer at such reasonable times as either party may request to consider problems or, consistent with the requirements and limitations of Paragraph 71, any proposal for the amendment or supplement of this Agreement. So far as reasonably practicable, every such meeting will be held outside the steward's scheduled work time and the party requesting the meeting will notify the other party by advance writing of each subject it proposes to discuss.
64. Interest Succession. This Agreement will bind and inure to the benefit of the parties and their respective legal successors and assigns.
65. Agreement Construction. The paragraph titles throughout this Agreement are merely editorial identifications of their related text and do not limit or control that text.
66. Separability. If at any time any part of this Agreement directly or by analogy becomes or is declared illegal, invalid, or an unfair labor practice, in whole or part, under then applicable law, by Federal or Michigan judicial decree or order, or by the ruling of any Federal or Michigan administrative department, agency, board or commission, then such part will stand modified or suspended, as the case may require, to the extent necessary, but all other parts will remain effective.
67. Waiver: Union. The Employer, the Union and any affected employee may, by mutual agreement, waive any provision of this Agreement as to such employee.
68. Minimum Terms. This Agreement states the minimum terms for employment of an employee. Nothing in it will prevent the Employer from agreeing with an employee on higher compensation or additional compensation or other benefits for either services covered by this Agreement or additional services.
69. Tools and Equipment. The employer will furnish all tools and equipment necessary for installation, repair and maintenance work. Employer will provide effective safety devices (including safety shoes) whenever such devices are, in the discretion of the employer, necessary or required to meet local, state or federal law. All such safety devices as provided shall be utilized in the manner prescribed by the employee's supervisor. In addition, the Employer will maintain all machinery used by the bargaining unit members in a condition that will not jeopardize the life or health of any employee and will provide scheduling so as to require two employees to be present any time that the employee is required to perform underground work in a manhole or a trench. In addition, the Employer will provide each employee with the following uniform clothing at the time intervals as hereinafter specified:
- A. 6 pairs of uniform pants during each contract year.

Article XI, 69 - cont'd..

- B. 6 uniform shirts (3 summer and 3 winter) during each contract year.
- C. One winter jacket every other year (the weight of which shall exceed those provided pursuant to earlier collective bargaining agreement.) If heavier weight coat not available in a combination of 67% polyester and 35% cotton, Township will supply a hooded sweatshirt plus the same type of winter jacket supplied in pursuant years.
- D. One pair of safety boots each year. Boots shall be a minimum of seven inches in height, leather uppers, steel-toed, non-cleated oil resistant soles. During cold weather, other boots may have to be worn due to extreme temperatures and working conditions. Each employee shall also be provided one pair of hip boots which shall be utilized when working in wet conditions. The hip boots, when not in use, shall remain in the possession of the DPW.

The employee shall wear the uniforms and safety equipment provided by the Employer at all times while working for the Employer under this Agreement and shall have the sole responsibility for the maintenance and cleaning of said uniforms and equipment. The Employer will provide a shower stall solely for the use of employees in cleaning up following their work assignment. Employees can utilize the shower facilities at times other than during their assigned working hours.

70. Restrictions on Moonlighting. Employees primary job responsibility shall be to Orion Township. No employee shall, without the specific written approval of his supervisor, accept employment from any other employer. Employee's supervisor shall approve other employment only if, in his sole discretion, he determines that such employment will not interfere with employee's responsibilities to the Township, nor adversely affect the integrity or reputation of the Township. Outside employment in violation of this provision shall subject the employee to discharge.

Nothing contained herein shall limit the Township's authority to discipline any employee who fails to report to work for call in, emergencies or at such other times as directed by his supervisor.

ARTICLE XII - AMENDMENT

71. In reaching this Agreement, Employer and the Union have considered all matters lawfully subject to collective bargaining. This Agreement may be amended or supplemented only by further written agreements between the parties. A party desiring amendment or supplement will notify the other party in writing, stating the substance of the amendment or supplement desired, but the other party will not be obligated to discuss or agree to such proposed amendment or supplement.

Article XII - cont'd...

72. New Agreement Negotiation. If either party terminates this Agreement under Paragraph 73, both parties will make every reasonable effort to commence bargaining for a new agreement by exchanging written proposals for a new agreement at least ninety (90) days before the termination date of this Agreement. Each party will have the right to add to, subtract from, or otherwise change any such proposal during such bargaining. Failure to commence bargaining by such time will not waive either party's right to bargain.
73. Termination. This Agreement may be terminated, effective 12:01 A.M. Eastern Standard Time, December 31, 1996, by written notice from either party delivered to the other at least sixty (60) days prior to the automatic renewal date of this contract, which notice shall state the intent of either party to amend, modify or terminate this Agreement.
74. Effective Date and Duration. This Agreement will be effective from 12:01 A.M. Eastern Standard Time January 1, 1994, through 12:01 A.M. Eastern Standard Time December 31, 1996, and from year to year thereafter unless terminated as provided in Paragraph 73.

ARTICLE XIII - COMMERCIAL DRIVERS LICENSE (CDL)

75. Each employee that has or obtains a Commercial Driver's License (CDL) shall receive Twenty-five Cents (25¢) more per hour.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this 5th

day of July, 1994.

CHARTER TOWNSHIP OF ORION
A Michigan Municipal Corporation

BY: Doug Brown
DOUG BROWN, Supervisor

BY: Marie E. English
MARIE E. ENGLISH, Clerk

BY: Suzanne Hall
SUZANNE HALL, Treasurer

**LOCAL UNION NO. 214 AFFILIATED WITH THE INTER
NATIONAL BROTHERHOOD OF TEAMSTERS, CHAUF
FEURS, WAREHOUSEMEN, AND HELPERS OF AMERICA.**

BY: Anthony Marok
ANTHONY MAROK, Business Rep.

BY: Mitchell McMurray
MITCHELL McMURRAY, Steward

SCHEDULE A

COMPENSATION

January 1, 1994 through December 31, 1996

YEAR	HIRE*	1st Yr	2nd Yr	3rd Yr	4th Yr	Leader
Jan-Jun 1994	12.09	12.72	13.34	14.13	14.88	16.41
Jul-Dec 1994	12.21	12.84	13.47	14.27	15.03	16.57
1995	12.70	13.35	14.01	14.84	15.63	17.23
1996	13.21	13.88	14.57	15.43	16.26	17.92

* Date of hire through first 6 months of employment: employee is paid the beginning rate for the classification.

After 6 months, employee's pay rate then goes to 1st year rate for balance of calendar year.

All subsequent pay increases become effective on January 1 of each subsequent year.

RECEIVED

MAR 06 1998

ORION TOWNSHIP
CLERK'S OFFICE

CONTRACT EXTENSION
between the
CHARTER TOWNSHIP OF ORION
and
LOCAL, UNION NO. 214
AFFILIATED with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

WHEREAS, the Parties have entered into a Collective Bargaining Contract covering the term of January 1, 1994 through December 31, 1996; and

WHEREAS, the Parties wish to extend that contract for the period January 1, 1997 through December 31, 1997.

NOW, THEREFORE, for and in consideration of the usual covenants hereinafter contained, the Parties hereto agree as follows:

1. The above referenced Collective Bargaining Contract shall be extended for a one (1) year period of time from January 1, 1997 through December 31, 1997.
2. Schedule A, Compensation, shall be increased by three percent (3%) across the board. Attached hereto is a new Schedule A. That new Schedule A, Compensation, shall start on January 1, 1997.
3. Retroactive paychecks for employees employed upon the date of ratification by the Parties shall be paid no later than the first full payroll period after the contract is executed by the Parties.
4. The Teamsters Local 214 shall dismiss/withdraw its Unfair Labor Practice charge filed against the Employer, Case No.: C97 G-165.
5. There shall be no other terms and conditions which are modified other than those stated above.

SCHEDULE A

COMPENSATION

January 1, 1997 through December 31, 1997

YEAR	HIRE*	1ST YR	2ND YR	3RD YR	4TH YR	LEADER
1997	\$13.61	14.30	15.01	15.90	\$16.75	\$18.46

IN WITNESS WHEREOF, the Parties hereto set their hands and seals this 5th

day of March, 1998.

CHARTER TOWNSHIP OF ORION

LOCAL UNION NO. 214 AFFILIATED
WITH THE INTERNATIONAL BROTHER-
HOOD OF TEAMSTERS

Colette M. Dywasuk

Colette M. Dywasuk
Its: Supervisor 3/5/98

[Signature]

Its:

[Signature]

3-4-98

Its:

Jill D. Bastian

Jill Bastian JILL D. BASTIAN
Its: Clerk 3/5/98

[Signature]

Its:

3-3-98

James Marleau

James Marleau 3-4-98
Its: Treasurer